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AGREEMENT

Between

**PROFESSIONAL ASSOCIATION OF
AERONAUTICAL CENTER EMPLOYEES**

And

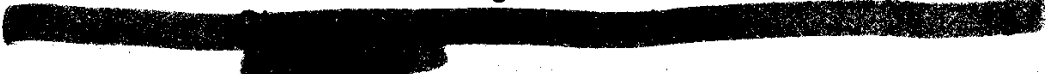
**FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER
FAA ACADEMY
OKLAHOMA CITY, OKLAHOMA**

DO
NOT
REMOVE



FEBRUARY 1995

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ARTICLE 1

PARTIES TO THE AGREEMENT

SECTION 1. This Agreement is made under the authority of Title VII of the Civil Service Reform Act of 1978 and is entered into by and between the Professional Association of Aeronautical Center Employees, hereinafter referred to as the Union, and the FAA Academy, Mike Monroney Aeronautical Center, Federal Aviation Administration, Department of Transportation, hereinafter referred to as the Employer.

SECTION 2. In the administration of this Agreement, the Employer is identified as any element of Academy Management who exercises direct or indirect supervision over employees in the Units recognized in Article 2. This includes, but is not limited to, the following officials or their designees: Superintendent, FAA Academy; Assistant Superintendent; Division Managers; and other supervisors. The Union includes, but is not limited to, the following officials or their designees: President, Vice President, Secretary, Treasurer; Members of the Board of Directors; and Union Representatives. Collectively, the Employer and the Union shall be known as the Parties.

ARTICLE 2

RECOGNITION AND UNION REPRESENTATIVES

SECTION 1. The Employer recognizes the Union as the exclusive representative of all non-supervisory, General Schedule Employees of the FAA Academy for whom it has been duly certified as the exclusive representative. The Units to which this Agreement applies are:

(a) All non-supervisory General Schedule Instructors, including Training Technicians, Training Specialists, Instructional Systems Specialists, and Education Specialists assigned to the Federal Aviation Administration Academy, Aeronautical Center, Oklahoma City, Oklahoma, excluding all non-instructors, Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

(b) All non-instructor employees of the FAA Academy, Aeronautical Center, Oklahoma City, Oklahoma, excluding Management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees and supervisors.

SECTION 2. The Employer agrees to recognize the Union officers and duly designated representatives and shall be kept advised in writing by the Union of the names of its officers and representatives.

SECTION 3. An adequate number of Union representatives not to exceed one (1) per branch shall be designated so that each employee in the bargaining Unit shall have reasonable access to a representative. The Union shall notify the Employer in writing of the names and organizational location of the designated representatives and shall promptly inform the Employer of any changes in representatives.

SECTION 4. When a Union representative is detailed to a supervisory position, he/she shall be required to name his/her designee to act in his/her place as a Union representative. When other qualified employees are available, the principal elected representative or his/her designee shall not be required to perform supervisory duties.

SECTION 5. The Union President or his/her designee shall be granted annual leave or leave without pay at his/her option to attend Union business meetings. In the event of an operational requirement, the Parties shall resolve the issue.

SECTION 6. Union representatives or their designees shall be granted excused absence, operational requirements permitting, to receive information, briefings, or orientation by the Union and Employer relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union shall submit a schedule/agenda for meetings under this Article to the appropriate official. Conflicts with operational requirements shall be negotiated between the Parties.

SECTION 7. Academy Union representatives may distribute Union literature to employees in non-work areas, during the non-work time of the employees and the Union representatives.

SECTION 8. The Union President or his/her designee shall be allowed official time, up to 60 minutes, for Union orientation of new employees to explain the role and responsibilities of the Union. This Union orientation shall normally be done in conjunction with the Academy orientation. The Employer shall notify the Union representative, at the appropriate division level, whenever an employee is hired or reassigned into a position covered by this agreement. Such notification shall normally be made within one week after the employee reports for duty.

SECTION 9. The Employer shall furnish to the Union, semi-annually, a listing of employees covered by this Agreement. This list shall include the name, title, grade and current routing symbol of each employee. The Employer shall, upon request of the Union President, furnish the Union additional listings, which shall include the name, title grade and current routing symbol of each employee covered by this Agreement.

SECTION 10. Union representatives shall be granted a reasonable amount of official time to receive training in the areas of contract administration, grievance processing, unfair labor practices, and other labor-management relations initiatives such as "Partnerships". The Employer shall furnish facilities for the conduct of such training.

SECTION 11. The Parties recognize the rights of the employees, the Union as their exclusive representative, and Management; as set forth in this Agreement and Public Law 95-454.

ARTICLE 3

BASIC PROVISIONS

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations and government-wide regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or authorized by the terms of a controlling agreement at a higher agency level.

SECTION 2. Management officials of the agency retain the right, in accordance with applicable laws and regulations:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency.

b. To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

d. To make selections for appointments from properly ranked and certified candidates for promotion or any other appropriate source.

e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 4

OTHER UNITS COVERED BY THE AGREEMENT

SECTION 1. Other Units in which the Union is duly certified as the collective bargaining representative shall be added to and covered by this Agreement, if mutually agreed to by the Parties.

ARTICLE 5

CONSULTATION AND COMMITTEES

SECTION 1. The Parties recognize that while certain matters are reduced to writing in this Agreement, this does not remove their responsibility to consult on matters not covered by this Agreement, but appropriate for consultation. The Employer shall consult with the appropriate Union representatives before implementing or changing personnel policies or practices affecting conditions of their employment.

SECTION 2. In a proactive effort to meet the challenges that shall accompany the "reinventing of government" and to integrate the spirit and intent of Executive Order 12871 concerning labor and Management collaboration, the PAACE and FAA Academy Management mutually established an Academy Labor-Management Partnership Council (hereafter referred to as "Council") on June 21, 1994. The Council was formed under the authority granted by Executive Order 12871, dated October 1, 1993.

SECTION 3. The purpose of the Council is to integrate leadership, efficacy, empowerment, accountability, and participation into the operation of the Academy; resulting in a stronger and healthier organization. We support:

Successful mission accomplishment

Creation of a collaborative Labor-Management relationship

Increased quality of products and services

Increased organizational productivity, efficiency, and customer service

Employee empowerment

Improved quality of work life and work environment

Increased job satisfaction

SECTION 4. Council membership shall consist of not more than 4 members from each partner. The Union President, Union Executive Vice-President, Superintendent, and Assistant Superintendent membership is mandatory. The Council shall not have alternate members. A minimum of 4 members must be present to conduct a meeting. A Labor Relations Specialist from the Office of Human Resource Management shall attend in a non-voting, advisory capacity. Members of the partnership shall be selected by the Union President and Superintendent respectively.

Other individuals may be included in council meetings as ad hoc participants by mutual consent of the partners to provide advice and assistance or to serve on ad hoc committees. Ad hoc participants are not voting members.

SECTION 5. Definitions

Partnership - The association created through this charter designed to establish and achieve the common goals outlined in Section 3 of this article.

Consensus - The process of reaching a decision agreed to by all group members which shall be determined by answering the following question affirmatively, "Can you live with and will you support...?" All decisions shall be represented by each member as their own.

SECTION 6. The Council shall work as partners to create an organizational culture that promotes employee participation and fosters innovative systems and solutions consistent with the standards contained in the National Performance Review. Therefore, the Council may consider all issues brought to its attention which shall foster the purpose, mission, and vision of the Academy. Issues brought before the Council should be of a scope that will have broad applicability throughout the Academy. The partners of the Council agree to bargain over the substance of 7106(b)(1) subjects in good faith, using interest-based bargaining.

SECTION 7. All members of the Council shall be provided with official time when preparing for or participating in any work of the Council. Questions raised regarding the amount of official time deemed appropriate shall be referred to the Council for resolution.

The Council shall not consider personal complaints, individual grievances, and unfair labor practices unless they are determined to be of broad based impact to the Academy.

The Council recognizes the unique operational parameters of the Academy, specifically the rights of all FAA customers to buy their

training from any source and their control over the training resources provided to the Academy.

The Council shall solicit concerns, thoughts, and opinions of Academy employees.

ARTICLE 6

DUES WITHHOLDING

SECTION 1. This Article constitutes a mutual understanding between the Parties of their respective responsibilities, and of procedures, conditions, and requirements for withholding and remitting the dues of certain employees who are members in good standing of the Professional Association of Aeronautical Center Employees and who voluntarily authorize allotments from their compensation for this purpose.

SECTION 2. Any employee who is a member of the Unit of exclusive recognition and who is a member in good standing of the Union may authorize an allotment of pay provided he/she regularly receives sufficient pay on the regularly scheduled pay days to cover the full amount of the allotment.

SECTION 3. The procedures and effective dates of authorization shall be as follows:

a. The Union agrees to inform each of its members in the Unit of the voluntary nature of authorizing allotment of pay to cover dues and the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for exercising

their prerogative of revoking such authorization at any time subject to the conditions of Section 5.d.

b. The Union agrees to acquire and distribute to its members in the Unit the prescribed authorization form and to receive completed forms from members who request allotments.

c. The President and/or the Treasurer of the Union are designated to process completed authorization forms by completing Section A thereof and are responsible for ascertaining that the forms are properly completed and that the employees are members in good standing of the Union. Certificated authorization forms shall be submitted to: Manager, Organizational Effectiveness Division, AMH-400, Mike Monroney Aeronautical Center, PO Box 25082, Oklahoma City, Oklahoma 73125.

d. A properly completed and certified authorization shall be effective at the beginning of the first pay period following receipt of the form by the Manager, Accounting Division, and shall continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 4 and 5.

e. An allotment authorization which has not been properly completed or properly certified shall not be accepted and shall be returned by the Manager, Accounting Division, within 10 workdays after receipt to the authorizing official with notice of the reasons why it was not accepted.

SECTION 4. a. Allotted dues shall be withheld from the regular bi-weekly payrolls. The amount to be withheld shall be the amount of regular dues of the member, as specified or as governed by 4.b below, exclusive of initiation fees, and shall be the same amount for all members of the Unit to which he/she is assigned.

b. If the rate of regular dues is changed by the Union, the president of the Union shall notify the Manager, Accounting Division, and Union members in writing with a copy to the Manager, Human Resource Management Division, AMH-400, that the rate of regular dues has changed and shall certify as to the new rate and the effective date of the amended dues structure. Cost of living adjustments shall be processed upon receipt of new amounts from the Union and shall not constitute a change. The amended rate and COLA adjustment shall be withheld effective the beginning of the pay period following receipt of the certification by the Manager, Accounting Division, unless a later date is specified by the Union. New authorization forms are not required. Only one rate change may be made in any period of 12 consecutive months; i.e., 12 months must elapse between changes.

SECTION 5. The Manager, Accounting Division, shall terminate an allotment:

a. For employees of the Unit, if the Union loses exclusive recognition for the Unit, or if this Agreement is suspended or terminated by appropriate authority outside the FAA. The termination shall be effective the beginning of the first pay period following the effective date of the loss of recognition, or termination or suspension of this Article.

b. When the employee is separated from the FAA, or promoted, transferred, or reassigned from the Unit for which recognition has been granted. The allotment shall be terminated at the end of the pay period in which the employee last served in a position covered by the Unit of recognition or at the end of the payroll period in which the need for the termination is known by the Accounting Division.

c. Upon receipt of notice from the Union that the employee is no longer a member in good standing. The allotment shall be terminated at the beginning of the first pay period after receipt by the Manager, Accounting Division, of notification by the employee or an authorized representative of the Union.

d. When the employee executes a written revocation of his/her allotment on Standard Form 1188. The allotment shall terminate the beginning of the first pay period following March 1. The SF 1188 must be in Payroll by close of business March 1. Written revocations may be sent directly to the Manager, Accounting Division, by the employee.

SECTION 6. a. Promptly after completion of each payroll deduction, the Manager, Accounting Division, shall remit the amount due. The check shall be payable to Secretary/Treasurer, Professional Association of Aeronautical Center Employees and mailed to the address furnished by the Union.

b. At the time of each remittance, the Treasurer of the Professional Association of Aeronautical Center Employees shall be sent a statement giving the following information.

- (1) Identification of office or facility.
- (2) Identification of the Union local.
- (3) Names of members for whom deductions were made, in alphabetical order, and amount of each deduction.
- (4) Names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction.
- (5) Total number of members for whom dues were withheld.
- (6) Amount remitted.

c. The Union agrees to keep the Manager, Accounting Division, currently informed as to the name, title, and address of the Treasurer of the Union.

SECTION 7. The Parties to this Agreement agree that:

a. Any allotment made under the provisions of this Article shall be at no cost to the Union or the employee.

b. Administrative errors in remittance checks shall be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check

after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

c. The allotment of any employee who has not had dues deducted because of no, or insufficient salary for the six pay periods prior to the pay period in which March 1 falls shall be automatically canceled and a new Form SF 1187 shall be required to reinstate the allotment.

d. The Union shall notify the Manager, Accounting Division, within 5 workdays when an employee with a current allotment authorization ceases to be a member in good standing.

e. Dues revocation request sent only to the Union shall be forwarded to the Manager, Accounting Division, within 5 workdays after receipt by the Union.

SECTION 8. The Parties recognize that payment of Union dues is a personal obligation of the employee who has authorized dues withholding. In the event the withholding of an employee's Union dues is terminated or suspended due to the Employer's administrative error, the Employer shall collect dues from the employee for the period during which no dues were withheld and shall remit to the Union the amount collected from the employee.

ARTICLE 7

CHANGES IN AGREEMENT AND PAST PRACTICES

SECTION 1. It is agreed that matters affecting conditions of employment which are within the scope of the Employer's authority shall not be changed or implemented without prior negotiations, when they are in conflict with this Agreement.

SECTION 2. The Union shall be notified and given the opportunity to negotiate prior to implementing changes in matters affecting conditions of employment that are within the scope of the Employer's authority and that are not specifically covered by this Agreement. It is recognized that the urgency of some changes may require the notification process to be accomplished via telephone; however, this shall not preclude post implementation bargaining in subsequent meetings.

SECTION 3. For purposes of this Article, conditions of employment shall have the same meaning as that contained in Title VII of Public Law 95-454.

ARTICLE 8

EMPLOYEE REPRESENTATION

SECTION 1. The Union shall be given the opportunity to be represented at any examination of a bargaining Unit employee by a representative of the agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

- b. The employee requests representation.

The Employer shall annually inform its employees of these rights.

SECTION 2. An employee who is identified as a subject of an investigation by Civil Aviation Security Division (AMC-700) shall be informed at the time any statement is taken by an Investigator that the completion of a sworn statement is a serious matter and that the investigation could lead to further Management action.

SECTION 3. When it is known in advance that the subject of a meeting is to discuss a disciplinary situation, the employee shall be notified of the subject matter.

SECTION 4. The Union shall represent the interests of all Unit employees without discrimination and without regard to Union membership. The Union agrees that there shall be no solicitation of complaints or grievances from Unit employees.

SECTION 5. The Parties agree to promote an open line of communications and work to effectuate a positive labor Management relationship.

SECTION 6. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory official.

ARTICLE 9

RIGHTS OF EMPLOYEES

SECTION 1. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay any monies or dues to a labor organization except pursuant to a voluntary written authorization by a member for the payment of such dues through payroll deductions.

SECTION 2. Each employee in the Unit has the right, freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. No supervisor or other Management official shall interfere, restrain, coerce, or discriminate in any way either to encourage or discourage membership in a labor organization.

SECTION 3. It is agreed that any employee in the Unit has the right, regardless of Union membership, to exercise grievance or appellate rights established by law or regulations and to represent himself/herself or choose his/her own representative in a grievance under agency procedure or appellate action under agency and/or Office of Personnel Management procedures.

SECTION 4. The rights described in this Article do not extend to participation in the Management of a labor organization or acting as a representative of such an organization by an employee of the Unit when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 5. Nothing in this Agreement shall alter the individual rights of any employee accorded by law and regulation of appropriate authority and such employee shall be protected in the exercise of these rights.

SECTION 6. The Parties agree that each employee has the right to present a grievance or any other matter of concern to the Employer, or to present information relating to such matters and to select an appropriate representative when representation is authorized without fear of restraint, coercion, discrimination, intimidation, or reprisal by either Party.

SECTION 7. The Parties agree that employees have the responsibility to consider the impact of their off-duty conduct on the FAA. An employee's off-duty conduct shall not result in disciplinary action, unless such conduct adversely affects his/her effectiveness as an employee or the public's confidence in the FAA.

SECTION 8. The Employer recognizes the right of a Union recognized representative to express the views of the Union provided they are identified as Union views.

SECTION 9. The Employer may search packages, briefcases, and other containers in the immediate possession of employees, the employee's locker and/or desk upon reasonable and probable cause or because of operational requirement. Any such search shall be made in the presence of the employee if the employee is reasonably available.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide the procedures for the timely consideration of grievances. It shall be the exclusive procedure available to the Parties and the employees in the recognized Units for resolving grievances which fall within its coverage. Any employee, group of employees, or the Parties may file a grievance under this procedure. Grievances shall receive fair and timely consideration and shall be handled without prejudice or discrimination. The Parties agree to cooperate to resolve grievances informally at the earliest possible time and at the lowest possible Union and Management levels. This procedure shall not apply with respect to any grievance concerning the following matters:

- a. Any claimed violation relating to political activities prohibited by law.
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal in the interests of national security.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. The content of published agency regulations.
- g. The following matters subject to statutory appeals procedures:
 - (1) Disputes involving the FLSA.
 - (2) Disputes related to RIF's .
 - (3) Discrimination complaints.

SECTION 2. In matters covered by 5 U.S.C. 4303 (removal or reduction in grade for unacceptable performance) or 5 U.S.C.

7512 (removal, suspension for more than 14 days, a reduction in grade, a reduction in pay and furlough of 30 days or less) an aggrieved employee may raise the matter under the appellate procedures in 5 U.S.C. 7701 or the negotiated grievance procedure, but not both.

For the purposes of this section and pursuant to 5 U.S.C. Section 7121(e)(1) an employee shall be deemed to have exercised his/her option under this section only when the employee timely initiates an action in writing under the applicable appellate procedure or timely files a grievance in writing, in accordance with the provisions of this Article, whichever event occurs first.

SECTION 3. For the purpose of this Agreement a grievance means any complaint:

a. By employee concerning any matter relating to the employment of the employee.

b. By the Union concerning any matter relating to the employment of the employee.

c. Or by a Unit employee, the Union or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement.

(2) Or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as defined in Public Law 95-454.

SECTION 4. Employees are entitled to be assisted by their Union representative in the presentation and processing of grievances. Any employee or group of employees covered by this Agreement may present a grievance on their own behalf. However, the Union shall have the right to have its representative present during the grievance proceedings. This right of individual presentation does

not extend beyond Step 2 of this procedure and does not include the right of taking the matter to arbitration unless the Union agrees to do so.

SECTION 5. When a representative is unable to resolve an informal complaint or grievance at any level, the President or other officer of the Union may join the representative in presenting the matter. In this event, such officer or representative shall be allowed duty time necessary to present the complaint or grievance.

SECTION 6.

Step 1. An aggrieved employee and/or his/her Union representative shall seek informal resolution of his/her grievance from his/her immediate supervisor within 15 calendar days of the event giving rise to the grievance or within 15 calendar days of the time the employee may have been reasonably expected to have learned of the event. The supervisor shall arrange for a meeting at a mutually agreeable time. The supervisor shall answer the grievance either orally or in writing, as requested by the employee and/or the Union, within 10 calendar days following the meeting.

Step 2. If the employee or the Union is not satisfied with the answer, a formal grievance may be submitted to the Division Manager within 15 calendar days from the receipt of the answer. The grievance shall be submitted in writing on a Grievance Form and shall contain the name of the grievant; the nature of the complaint; the Article and Section of the Agreement alleged to have been violated, if applicable; the corrective action desired; the name of his/her Union representative and whether he/she wishes to make an oral presentation. If requested, the Division Manager shall, prior to making a decision, afford the employee and/or Union representative an opportunity to present the grievance orally. His/her decision shall be in writing and shall be delivered

to the employee no later than 15 calendar days after the receipt of the written submission.

Step 3. If the Union is not satisfied with the Division Manager's decision, the Union may within 15 calendar days following the receipt of the decision or the day the answer was due, advise the Manager, Organizational Effectiveness Division (AMH-400) at the Aeronautical Center that it desires the matter reviewed by the Superintendent of the Federal Aviation Administration Academy or his/her designee. If the Union President or his/her designee so requests, a meeting with the Superintendent or his/her designee shall be held as promptly as possible, but not later than 15 calendar days from receipt of the request, to discuss the grievance prior to the final decision. The Superintendent's decision shall be in writing and delivered not later than 15 calendar days from date of receipt of the grievance or from date of oral presentation, whichever is later.

SECTION 7. The Union may, within 15 calendar days following receipt of the Superintendent's decision, advise the Superintendent that it desires the matter submitted to an impartial arbitrator.

SECTION 8. Within 7 calendar days after the request for arbitration is received, the Employer shall request the Federal Mediation and Conciliation Service to provide a list of 7 impartial arbitrators. Within 10 calendar days after the Parties receive the list, representatives of the Union and the Employer shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names. A toss of a coin shall determine who strikes first.

SECTION 9. Only the Union or a representative approved by the Union shall represent an employee at the arbitration hearing.

SECTION 10. The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The arbitrator shall confine himself/herself to the specific issues in dispute. In disciplinary cases, the arbitrator may vary the penalty to conform to his/her decision. The grievant and/or the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance, if otherwise in an active duty status. FAA employees who are called as witnesses shall be in a duty status if otherwise in a duty status. Each Party shall bear the expense of its own witnesses who are not employed by the FAA, and/or who are not at the location of the arbitration hearing. The number of witnesses shall be limited to those determined necessary by the arbitrator. The arbitrator shall submit his/her report to the Superintendent, the aggrieved employee and/or the Union representative, as soon as possible, but in no event later than 30 days following the close of the record before him unless the Parties waive this requirement. The decision of the arbitrator is final and binding but either Party may file an exception with the Federal Labor Relations Authority pursuant to its regulations.

SECTION 11. In the case of any grievance under this Agreement which the Union may have against the Employer, or which the Employer may have against the Union, such grievances shall be submitted in writing and shall contain the following:

- a. Statement setting forth the facts upon which the grievance is based.
- b. Reference to the Article and Section of the Agreement alleged to have been violated, if applicable.
- c. The correction sought.

If no settlement is reached between the Parties, the moving Party may, within 15 days following the date the grievance was

submitted, advise the other Party in writing that it desires the matter be submitted to arbitration in accordance with the principles of Sections 7 and 10 of this Article.

SECTION 12. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party shall bear the expense of the copy or copies they obtain.

SECTION 13. The arbitrator shall not in any manner or form whatsoever directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.

SECTION 14. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by Management, unless an extension of time limits has been agreed upon. Failure of Management to render a decision within any of the time limits specified in this Article shall enable the Union to progress the grievance to the next step without a decision.

SECTION 15. In the handling of grievances under this Article, and where Office of Personnel Management and/or agency issuances permit, the Union shall have access to official records directly related to this grievance.

SECTION 16. Once a formal grievance has been signed, an employee and/or their representative shall be provided the opportunity to investigate any action against the employee, including but not limited to the questioning the agency's witnesses. The agency shall be informed of such questioning and may be present at the questioning. The Union shall inform any agency

witness they wish to question that such questioning shall be done only with the witness's consent.

SECTION 17. Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision.

ARTICLE 11

AUTHORIZED OFFICIAL TIME

SECTION 1. The Parties agree that Union officers and designated representatives shall be permitted reasonable time during duty hours without loss of leave or pay to represent the Units of exclusive recognition in accordance with this Agreement. The Union agrees that its officers and representatives shall limit Union work performed on official time to that necessary to carry out the Union's responsibilities under the Agreement.

SECTION 2. Reasonable time for representational functions in connection with complaints, grievances, disciplinary/adverse actions, and appeals shall be that necessary for presentation thereof and that required for participation in all meetings, hearings, or other assembled proceedings necessitating the appearance of the grievant/appellant or representative. In addition, a reasonable amount of time shall be permitted for a representative to prepare a formal grievance or to assist an employee in preparing a response to a proposed disciplinary action. Such time shall only become available to a representative once an informal grievance has been initiated or an employee has received a letter proposing disciplinary action. Employees against whom disciplinary actions have been proposed shall be granted a reasonable amount of

official time, if otherwise in a duty status, to prepare and present answers.

SECTION 3. Official time authorized by this Article for preparation purposes shall be spent on Aeronautical Center property. In unusual circumstances, the Employer may permit official time to be spent away from the Aeronautical Center.

SECTION 4. Reasonable times for a Union observer to be present at the proceedings of a grievance or appeal prosecuted without Union intervention shall be that necessary to observe the entire proceeding.

SECTION 5. An officer or representative of the Union shall notify his/her immediate supervisor prior to leaving his/her work area to engage in representational activities on official time. Notification shall include the reasonable amount of time to conduct the business and the location in which the business shall be conducted. It is the responsibility of the Union officer or representative to coordinate with the supervisor of the employee requesting his/her assistance before entering another work area to ensure the availability of the employee.

SECTION 6. In the event operational requirements shall not permit the officer/representative or the employee to be spared during the time requested, an alternative time shall be made available which is acceptable to both the representative and his/her supervisor.

SECTION 7. It is the responsibility of the Union to accurately account for all official time utilized to fulfill representational responsibility. This accounting shall be provided to the Employer on a quarterly basis. This accounting shall include the following:

- a. Nature of business for which time was requested
- b. The amount of official time utilized
- c. When the time was utilized

SECTION 8. An officer or representative of the Union who leaves his/her work area in accordance with Section 5 shall advise his/her immediate supervisor of his/her return to the work area.

SECTION 9. If the Employer has reason to believe an officer or representative of the Union is abusing his/her use of official time and informal supervisor/employee interaction does not resolve the issue, the Union president shall be advised of the situation and requested to take appropriate corrective action, if necessary.

SECTION 10. The Union representative and/or his/her designee at each level shall be granted official time if otherwise in a duty status to deal with the appropriate Management level and/or his/her designee. Such meetings shall be held at mutually agreeable times. At other meetings called by the Academy Superintendent, Division Manager, or Branch Manager and/or his/her designee, Union participants shall be on official time.

SECTION 11. Provided he/she can be released from duty, the Union president or his/her designee may be granted official time to prepare for meetings scheduled with the Employer.

SECTION 12. The Parties agree that in all cases the amount of official time utilized for representational functions in order to be considered "reasonable" must balance the effective conduct of the Government's business with rights of employees to be represented in matters relating to their employment.

ARTICLE 12

UNION ACTIVITIES

SECTION 1. The Parties recognize that pursuant to Public Law. 95-454 any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall only be performed during the times the employees are in a nonduty status and in a nonwork area. The Parties agree to cooperate in eliminating any such activities which are being conducted by employees in a duty status contrary to law.

ARTICLE 13

REEMPLOYMENT, RESTORATION, AND RETURN RIGHTS (3-R PROGRAM)

The Parties agree to reopen the 3-R program upon completion of the FAA Headquarters 3-R program review. Until such time the Parties agree the current 3-R program shall remain in effect.

SECTION 1. The 3-R program at the Academy shall be conducted in accordance with FAA Order 3330.6B and appendices thereto, including Aeronautical Center Supplements.

SECTION 2. The Parties recognize that the 3-R Program at the Academy may require modification from time to time. In the

event the Employer wishes to make substantial changes to the 3-R Program, the Agreement shall be reopened and this Article re-negotiated.

SECTION 3. Should minor changes to the directives dealing with the 3-R program be deemed necessary by the Employer, the Union shall be consulted prior to their implementation. If the Union should disagree with the significance of the proposed change, the change shall not be implemented without prior negotiations in accordance with Section 2 of this Article.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties agree to cooperate in providing equal employment opportunity for all persons in prohibiting discrimination in employment because of race, color, religion, physical or mental disability, marital status, political affiliation, sex, age, national origin, or sexual preference and in promoting the full realization of equal employment opportunity through positive and continuing efforts.

SECTION 2. The Parties and Unit employees shall cooperate to remove and avoid prejudice, discrimination, or the appearance of such, based upon race, color, religion, physical or mental disability, marital status, political affiliation, sex, age, national origin or sexual preference.

SECTION 3. The Parties and Unit employees agree to cooperate with the Equal Opportunity Officer in administering the EEO Affirmative Action Plan.

SECTION 4. Employees who, by EEO mandate, are given the right to review sanitized bid packages may not make or receive copies of the packages unless specifically authorized by law or regulation.

SECTION 5. The Parties jointly support an organizational environment that is free of sexual harassment and discrimination. Every effort shall be made to protect and safeguard the rights and opportunities of all individuals to seek, obtain, and hold employment without subjugation to sexual harassment or discrimination of any kind in the work place.

ARTICLE 15

UNION PUBLICATIONS AND INFORMATION AND USE OF EMPLOYER'S FACILITIES

SECTION 1. The Employer shall provide bulletin board space for the posting of Union material. This space shall be made available as mutually agreed by the Parties. There shall be no restriction on the content of publications and announcements placed on the Union's bulletin board space by the Union. Posted materials shall not be removed by the Employer. The Parties recognize that the posting of scurrilous or inflammatory material is prohibited. Materials shall be posted during nonduty time. Bulletin board privileges are the exclusive right of the Union and shall not be extended to any other labor organization.

SECTION 2. The Employer shall approve the Union's use of facility space at no cost to the Union for periodic meetings with employees in the Unit provided the space requested is available, and the use of the space does not interfere with operational/training requirements of the facility. These meetings

shall take place during the nonduty hours of the employees involved.

SECTION 3. The Employer shall provide the Union a suitable space to store reference material and hold confidential discussions between a Union representative and employee, provided space is available and use of the space does not interfere with operational or training requirements of the Academy. Such discussions shall be held during nonduty hours of employees involved or during official time authorized under the provisions of this Agreement. A message slot may be installed in the door. In no case shall the Employer be required to provide equipment for use by the Union and if at any time the space becomes needed, the Employer reserves the right to withdraw from such arrangement.

SECTION 4. The Union shall have the right to solicit advertisements for its publications, in accordance with regulations, from persons or businesses which have no business or financial relationships with the Employer and which are not regulated by the Employer.

SECTION 5. The Union may place literature in individual slots/boxes of bargaining Unit employees where they presently exist. The Employer shall not be required to install any additional boxes and does not assume any responsibility for such Union literature. In areas where individual slot/boxes do not exist, appropriate officials of Management and the Union shall establish a mutually acceptable means of distributing such literature.

SECTION 6. The Employer shall allow the Union the use of the internal mail system (to include electronic mail, where available) for communications on proper labor relations subjects between Union officers/representatives, bargaining Unit employees and between the Union and the Employer.

ARTICLE 16

DISCIPLINARY/ADVERSE ACTION

SECTION 1. a. This article covers actions involving written warnings, written reprimands, suspensions, removals, reduction in grade or pay, or furloughs of 30 days or less. Adverse action may not be taken against an employee covered by this Agreement except for such cause as shall promote the efficiency of the service. A just and substantial cause is necessary as a basis for an adverse action, and the action must be determined on the merits of each individual case.

b. All facts pertaining to a disciplinary action shall be developed as promptly as possible. Disciplinary actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking disciplinary action.

SECTION 2. An employee and/or their designated representative shall have the right to review the information relied upon to support the charges when disciplinary action is proposed under this Article.

SECTION 3. At the employee's request, the Union shall be provided with a copy of all correspondence to the employee that is related to the disciplinary action.

SECTION 4. The Employer's table of penalties should be used, when applicable, as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the

table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline, and other relevant factors in each individual case. In assessing penalties, consideration shall be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a two year time frame should be used in determining the applicability of a previous offense to a current action.

SECTION 5. Letters of reprimand and documents related to them should be removed from the Official Personnel Folder after 1 year if no further related instances have occurred but in no case shall it remain for more than 2 years. They shall be removed from the Folder and destroyed immediately if ruled to be unjustly issued.

ARTICLE 17

TRAINING

SECTION 1. The Employer, in accordance with existing agency regulations, shall make a reasonable effort to modify an employee's work schedule consistent with operational requirements to assist in the undertaking of an outside educational program. Requests to modify a work schedule shall receive impartial consideration based on operational requirements.

SECTION 2. Employees may participate on their own time in educational and training programs directly related to the improvement of their job performance within their occupation or profession. The Government Employees Training Act may

authorize reimbursement for tuition and related costs. Requests for approval must be submitted through channels to the Aeronautical Center Organizational Effectiveness Division (AMH-400) in advance to permit final determination to be made prior to enrollment. Approvals shall not be given on a retroactive basis and are dependent on the availability of funds.

SECTION 3. The Employer agrees to follow the priorities established by the agency in recommending employees for training.

ARTICLE 18

INSTRUCTOR PERFORMANCE AND CAREER PLANNING

SECTION 1. The Employer recognizes the Union's continuing interest in instructor performance and career planning. In recognition of this interest, the Employer agrees to establish a committee appointed by the Superintendent consisting of five members. This committee shall meet with a five-member committee appointed by the Union on a quarterly basis beginning the first quarter the Agreement is effective. The Employer Committee and the Union Committee shall be prepared to discuss and consult on any of the topics related to instructor performance and career planning in these quarterly meetings. The topics may include such items of interest as performance evaluation, incentive awards, methods to be used in selection of instructors for training, career counseling plans, the use of temporary duty assignments either for training or as specific instructor duty performed away from the permanent duty station, and other related subjects. When mutually agreed upon plans are developed, goals for the accomplishment of these plans shall be established.

SECTION 2. It shall be the responsibility of the Employer Committee to consult with the Union Committee at any time the Employer is considering changes that would alter policies and procedures that would affect Instructor Performance and Career planning.

SECTION 3. The Union Committee may prepare and submit to the Employer Committee any special studies or reports it deems appropriate. The Employer Committee shall be prepared to discuss the study or report if requested to do so by the Union Committee.

SECTION 4. As requested, Management shall assist employees in preparing individual development plans. Also, as requested, Management shall provide advice and assistance where possible to employees in obtaining the objectives of their individual development plans.

ARTICLE 19

POSITION DESCRIPTIONS

SECTION 1. Each employee covered by this Agreement shall be provided a position description which accurately reflects the duties of his/her position. Position descriptions shall be provided to employees normally within 30 days after the employee reports for duty in the position. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under Article 10 of this Agreement.

SECTION 2. The Employer shall annually review position descriptions under his/her jurisdiction to insure accuracy.

ARTICLE 20

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. The Parties agree that the Employer retains the right to decide which position, if any, shall be filled by detail.

SECTION 2. Employees in the Unit shall be detailed in accordance with applicable laws and regulations.

SECTION 3. Informal details of employees for 30 calendar days or less may be authorized. The Employer agrees that a copy of the official action authorizing a detail in excess of 30 days to positions involving different basic duties, shall be incorporated in the employee's Official Personnel Folder. The Parties agree that it is the responsibility of individual employees to update their personal qualifications of record to reflect experience and training gained through informal details whenever different duties were performed.

SECTION 4. Details to higher grade positions shall not exceed 120 days unless selections are made through the Merit Promotion Plan. Details to positions of like grade involving different basic duties shall not exceed 120 days without prior approval of the

Personnel Management Division. To the extent practical, opportunities for details/temporary promotions within the immediate work group/area shall be afforded to those employees of the immediate work group/area in an equitable manner among qualified employees.

SECTION 5. When it is known that a higher grade position shall be temporarily vacant for a period of 30 days or more and a full performance level bargaining Unit employee is assigned to fill the position for the period of the vacancy, that employee shall be given a temporary promotion as soon as the administrative requirements can be met and the necessary paperwork is effected. Temporary promotions shall not exceed 120 days unless selections are through the Merit Promotion Plan. Temporary promotions shall be effected in accordance with the regulations governing such promotions.

SECTION 6. Assignments to duties normally performed at higher grade levels shall never be considered as upgrade training for the purpose of avoiding payment at the higher rate.

SECTION 7. If administrative restrictions on promotions are imposed by appropriate authority, the provisions of this Article relative to temporary promotions do not apply.

ARTICLE 21

PROMOTIONS AND TRANSFERS

SECTION 1. The Parties agree that the purpose and intent of the Merit Promotion Plan is to insure that employees are given full and fair consideration for advancement and to assure selection from among the best qualified candidates. It is further agreed that the plan in the Academy shall be administered in accordance with applicable laws and regulations.

SECTION 2. Department of Transportation, agency-wide, and regional vacancy announcements shall be available to all interested personnel in the Aeronautical Center Library located in the Academy Building. The Employer agrees that a copy of all announcements received shall be promptly forwarded to the Library for posting.

SECTION 3. Upon request, the Employer shall make the following information available to an employee and his/her representative if representation is requested.

- a. Whether the employee was considered for promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which the selection was made;
- c. Who was selected for promotion; and
- d. In what areas, if any, the employee should improve himself/herself to increase his/her chances of future promotion.

SECTION 4. The Parties recognize that minimum qualification standards used for promotions shall be standards prescribed by the Office of Personnel Management (OPM). In keeping with the spirit and intent of Federal laws and regulations regarding discrimination, the Employer agrees to recognize and establish qualification requirements and selective placement factors in accordance with applicable laws and regulations.

SECTION 5. An employee desiring ingrade or downgrade transfer to a position for which he/she is qualified may file an application for such position in accordance with FAA Internal Placement Procedures. These procedures assure the employee consideration for ingrade/downgrade positions.

SECTION 6. To the extent possible when filling Academy bargaining Unit positions by either promotion or ingrade transfers, the Employer shall consider bargaining Unit members before considering employees from other sources.

SECTION 7. Employees selected for developmental positions shall be promoted at the completion of 52 weeks in the developmental positions, unless Management advises them by the 50th week of the intent to delay the promotion and the reason(s). Promotion at an earlier date shall be dependent on the employee meeting qualifications and other OPM requirements and demonstration of performance at the higher grade level.

SECTION 8. Nothing in this Article shall serve to negate or alter in any way the provisions of Article 13.

ARTICLE 22

HOURS OF WORK

SECTION 1. Workweek and hours of duty shall be administered in accordance with applicable laws and regulations.

SECTION 2. Written requests from individuals for a change in their starting time for established hours of duty between the hours of 6 a.m. and 8:30 a.m. shall normally be approved if operational/administrative requirements permit. Individual requests should include: the requested tour, length of time they wish to work the tour (must be a minimum of one pay period), and the reason for the requested change. If the request is denied, the employee shall be notified in writing. Employees shall be given at least 7 days advance notice prior to discontinuing an approved tour of duty, except in those cases where operational requirements or increased costs do not permit such notice.

SECTION 3. Written requests from individuals for an Alternate Work Schedule shall normally be approved if operational/administrative requirements permit. Individual requests should include: the requested work schedule, length of time they wish to work the schedule (must be a minimum of one pay period). If the request is denied, the employee shall be notified in writing with the justification. Employees shall be given at least 7 days advance notice prior to discontinuing an approved work schedule, except in those cases where operational/administrative requirements or increased costs do not permit such notice.

ARTICLE 23

SHIFT WORK AND ASSIGNMENTS

SECTION 1. Basic shift schedules shall be developed in consultation between the Employer and the Union. Assignments of individual employees to a shift are not considered as changes in the basic shift schedule. The basic shift schedule shall not be changed without prior consultation with the Union.

SECTION 2. Employees shall be notified at least 7 days in advance of assignments or changes in assignments to the shift schedule, except in those cases where operational requirements or increased costs do not permit such notice.

SECTION 3. The Employer should approve the change of shift by equally qualified employees if mutually agreed to by the employees involved and if the exchange would not adversely affect the mission of the Academy and provided that changes do not result in overtime or violation of the basic workweek.

SECTION 4. In the event that a scheduled resident contractor class cannot be delivered by the contractor, and Academy instructors must teach the class, the Employer shall provide reasonable notice consistent with operating requirements.

ARTICLE 24

OVERTIME

SECTION 1. Employees who are required to work overtime shall be compensated in accordance with applicable laws and regulations.

SECTION 2. The Employer agrees to make a reasonable effort to distribute overtime equitably among qualified and available employees, consistent with the specialized skills and abilities necessary for the work to be performed. Adequate records of overtime shall be maintained by the Employer and shall be available to the Union upon request.

SECTION 3. In the assignment of overtime, the Employer agrees to provide an employee with as much advance notice as the situation permits. Consideration shall be given, in light of the workload involved and the ready availability of other qualified employees. Shalling to accept the assignment, to an employee's request to be excused from an overtime assignment.

ARTICLE 25

FAMILY AND MEDICAL LEAVE

SECTION 1. The Parties agree to uphold the letter and spirit of the Family and Medical Leave Act. The FMLA requires covered employers to provide up to 12 weeks of unpaid leave to "eligible" employees for certain family and medical reasons.

SECTION 2. Unpaid leave must be granted for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care.
- b. To care for employee's spouse, son or daughter, or parent, who has a serious health condition.

c. For a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or Employer's option, certain kinds of paid leave may be substituted for unpaid leave.

SECTION 3. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

a. The employee ordinarily must provide 30 days advanced notice when the leave is "foreseeable".

b. An Employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

SECTION 4. For the duration of FMLA leave, the Employer must maintain the employee's health coverage under any "group plan". Upon return from FMLA leave, most employees must be returned to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of FMLA cannot result in the loss of any employee benefit that accrued prior to start of the employee's leave.

SECTION 5. FMLA makes it unlawful for any Employer to:

a. Interfere with, restrain, or deny the exercise of any right provided under FMLA.

b. discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ARTICLE 26

LEAVE FOR SPECIAL CIRCUMSTANCES

SECTION 1. In the event of a death in the employee's immediate family, annual leave shall be granted. The amount of leave shall depend upon the circumstances in each individual case. Immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, and relatives permanently residing in the employee's household or with whom the employee permanently resides.

SECTION 2. Requests for emergency annual leave or leave without pay for circumstances involving illness in the employee's immediate family shall be given priority consideration and shall be granted unless operational requirements do not permit. Extended periods of annual leave or leave without pay may be granted in accordance with applicable laws and regulations.

SECTION 3. Request for annual leave to observe the Sabbath, a special religious holiday, or employee's birthday shall be granted if operational requirements permit.

SECTION 4. Excused absences for the purpose of donating blood shall be granted in accordance with the applicable directives.

SECTION 5. Excused absences for all other special circumstances shall be governed by applicable laws and FAA directives.

ARTICLE 27

ANNUAL LEAVE

SECTION 1. Employees shall accrue and receive annual leave in accordance with applicable laws and regulations.

SECTION 2. Each year employees who so request shall be granted two consecutive weeks of annual leave for vacation purposes during the period of their choice, unless operational requirements prohibit. Reasonable attempts shall be made to satisfy the desires of employees for longer periods of annual leave. A leave schedule shall be prepared not later than March 1 of each year and shall be available for review by the employees involved. The leave schedule shall not be changed except in extraordinary situations or at the request of the employee. Any change due to extraordinary situations shall be made only after discussion with the affected employees and appropriate Union representatives. When the Employer agrees that employees are similarly qualified, they may exchange vacation periods.

SECTION 3. In the event of a conflict of annual leave requests for vacation purposes among bargaining Unit employees of equal qualifications, the Union at Branch level or below is free to establish the method for resolving conflicting vacation leave requests. Such a method once established shall remain in effect for a minimum of 1 year unless the Parties mutually agree otherwise.

SECTION 4. Annual leave requests not previously scheduled shall be approved or disapproved at the time the request is made. Approval shall not be subject to conditional circumstances. If disapproved, and annual leave for that time period or any portion of that time period later becomes available, it shall be approved on

a first-requested basis. The Employer shall not cancel approved annual leave to avoid the payment of overtime. Requests for leave not previously scheduled shall be recorded. Approved requests for leave in excess of 2 days shall be posted.

SECTION 5. Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year.

SECTION 6. Accrued annual leave may be carried over to the next leave year in accordance with applicable laws and regulations.

ARTICLE 28

SICK LEAVE

SECTION 1. Employees shall earn sick leave in accordance with applicable laws and regulations, and the use of such leave is subject to Employer approval.

SECTION 2. Under circumstances involving a contagious disease, the provisions of Order 3600.4 shall apply.

"Public Health Authorities" under the Order shall be defined as the State of Oklahoma Public Health Department. Sick leave for medical, dental or optical examination or treatment shall be granted provided it is requested in advance and the employee can be spared from work. Requests for unanticipated sick leave shall be made as soon as possible, but usually within 1 hour after the employee's scheduled starting time. If the degree of illness or injury prohibits compliance with the 1-hour limit, the employee shall notify his/her supervisor as soon as possible.

SECTION 3. In individual cases, where there is just and sufficient cause to believe the employee may be abusing sick leave, the employee shall be advised of the reasons a medical certificate may be required for each subsequent absence. If just cause continues to exist, an employee may be given written notice that he/she shall be required for a period of time, not to exceed 6 months, to furnish such a certificate. When it has been determined by the Employer that the requirement is no longer necessary, the employee shall be notified and the previous notice(s) shall be removed from the records.

SECTION 4. Employees may be required to furnish a medical certificate for absences of more than 3 workdays. If a physician or practitioner was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and reasons for not having a physician may be accepted as supporting evidence.

SECTION 5. Each employee may be granted an advance of up to 30 days sick leave, for serious disability or ailment, except when:

- a. It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility.
- b. He/she is absent because a member of his/her family has a contagious disease.
- c. He/she has filed or the agency has filed an application for disability retirement.
- d. He/she has signified his/her intention of resigning for disability.

ARTICLE 29

JURY DUTY AND COURT LEAVE

SECTION 1. Performance of jury duty is considered a basic civic responsibility of all employees of the agency. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

SECTION 2. An employee on court leave shall be entitled to the same premium pay he/she would have received had he/she worked their regular shift. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

SECTION 3. At the request of an employee who has been granted court leave, his/her regular days off shall be changed to coincide with his/her jury service regular days off. This change of the employee's regular days off shall not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

SECTION 4. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any part where the United States, the District of Columbia, or any state or local government is a party, in the District of Columbia, a state, territory or possession of the United States, including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is summoned or assigned by the agency to testify in an

official capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee, not in an official capacity, who is summoned as a witness on behalf of a private party when a party is not the United States, the District of Columbia, or state or local government, may be granted his/her choice of annual leave or leave without pay for his/her absence as a witness.

ARTICLE 30

FAMILIARIZATION FLYING

SECTION 1. All three options of air traffic control specialist instructors (GS-2152 series) in the bargaining Unit are eligible to participate in the national standardized familiarization program.

SECTION 2. The national standardized program (SF-160) shall include standards and procedures pertaining to familiarization flying in air carriers, military aircraft, and private aircraft. (Air Carrier includes any commercial, air taxi, or commuter flights under title 14, CFR, Parts 121, 135, or 298.) Both Parties recognize the desirability of familiarization flying as a training program and that it is intended solely to acquaint control personnel with the cockpit environment and to enable them to observe the operation of the air traffic system first hand.

SECTION 3. The Parties recognize that cockpit familiarization travel in air carriers involves internal regulations and procedures

of individual carriers. Matters beyond the purview of the Employer include, but are not limited to, number of trips per carrier per year, dress code in the cockpit, eligibility for participation, and procedures for application to participate. The Parties recognize that any carrier may suspend or abridge their participation in the familiarization program at any time and that the Employer has no authority to direct the conduct of the program by individual air carriers.

SECTION 4. The Parties recognize that military and private operators specify their own internal regulations and procedures governing flight familiarization by employees and that such regulations and procedures are beyond the purview of the Employer to alter. The Employer has the right to refuse participation if it is contrary to FAA policies and guidelines.

SECTION 5. If an employee is assigned duties at the outbound destination as part of the familiarization trip, the employee shall be placed in official travel status and paid per diem. Approved familiarization visits to ATC facilities and regional offices at the outbound destination to observe the use of new equipment, facility operations and procedures, etc., during duty days are not assigned duties but shall entitle the employee to be in a duty status during his/her regularly scheduled shift. Both Parties recognize that the standard government travel regulations require that employees be placed on official travel status when assigned duties at the destination and, further, that budgetary limitations govern the approval of familiarization travel involving assignment of official duties.

SECTION 6. The Employer may approve a familiarization trip for duty days, approved leave days, and regular days off in any combination. Prior to the familiarization trip, any eligible employee may request to substitute duty time for his/her approved

annual leave for the purpose of this Article. The Employer shall make every effort to allow 5 familiarization flights to be conducted on duty time.

SECTION 7. Employees eligible under this Article may travel to overseas domestic locations. For the purposes of the Agreement, trips to Canada and Mexico shall be considered overseas domestic.

SECTION 8. Use of different air carriers or the same air carrier for different segments on the same familiarization trip is authorized.

SECTION 9. Employees are entitled to a maximum of eight (8) domestic/overseas domestic trips per calendar year. The number of trips per air carrier shall be determined by individual air carrier policy. However, not more than five (5) trips shall be accomplished utilizing duty time. Specifically, when duty time is included as part of any trip, that trip shall be considered as one (1) of the five (5) duty time trips in this Section. Duty familiarization trips may be approved even though overtime is being used at the Academy, provided the overtime is not specifically scheduled to cover the individual taking the trip.

SECTION 10. Eligible specialists may commute a reasonable distance to make use of the allowable trips authorized under Section 9 of this Article. Such commuting trips shall be at no expense to the government. If commuting is involved on any of the five (5) duty trips, the employee shall commence his/her familiarization travel within eight (8) hours of the time he/she departs his/her duty station. The employee shall be released from his/her duty station and shall be considered on duty for up to two (2) hours so as to reasonably arrive at the departure airport one (1) hour prior to the proposed departure time.

SECTION 11. All familiarization trip requests must be submitted to the facility sufficiently in advance to permit five (5) administrative days for internal processing. This is in addition to the advance notice required by the air carrier and time for mailing.

SECTION 12. Familiarization flights are on-the-job training. An employee traveling on such a flight on his/her regularly assigned duty day receives the same premium pay he/she would have received had he/she worked his/her regular shift. An employee shall be considered on duty time for two (2) hour prior to the proposed departure time until one (1) hour after the actual arrival time at the final destination, if otherwise in a duty status. An employee is not entitled to premium pay, overtime, or compensatory time/credit hours when traveling on off-duty days.

SECTION 13. All familiarization travel shall be subject to the approval of the Employer. Such approval shall be governed by the operational and staffing requirements of the Academy.

ARTICLE 31

TEMPORARY ASSIGNMENTS, TRAVEL AND PER DIEM

SECTION 1. Prior to making temporary assignments away from the Aeronautical Center, volunteer requests shall be solicited from the immediate work group if operational requirements permit. This provision shall not apply to Unit employees who are required to travel on a regular recurring basis in connection with their official duties. To the extent operational requirements permit, temporary assignments among equally qualified employees shall be made on an equitable basis.

SECTION 2. Employees shall normally receive at least 2 weeks notification of any training assignment away from the Aeronautical Center.

SECTION 3. It is the understanding of the Parties that the effectiveness of an employee is reduced when required to be in an unaccompanied TDY status for an extended length of time. Therefore, to attempt to reduce the effect of this status, an employee teaching or receiving training at factory or field locations for more than thirty (30) actual class days shall be allowed one round trip home during that period. This travel must be accomplished during the employee's regularly scheduled off-duty time and may not be taken in conjunction with annual or sick leave.

SECTION 4. The desires of the traveler shall be considered to the extent that they are not inconsistent with the principle that travel by common carrier generally results in the least costly and most expeditious method of travel. If an employee is permitted to travel by privately owned vehicle (POV), the employee shall be paid the mileage rate authorized by agency directives.

SECTION 5. An employee teaching or receiving training at factory or field location for more than twenty (20) actual class days shall be authorized to travel by POV. Such travel shall be deemed advantageous to the Government. Privately owned vehicle travel expenses shall be paid at the rate applicable to such travel as prescribed by agency wide directives. Payment for local mileage is not authorized. Employees traveling by POV may be required to transport class materials.

SECTION 6. An employee who is required to travel in performance of official duties shall be given an advance of funds to the extent feasible under the circumstances, if he/she so

requests. Normally, travel advances shall be made within a reasonable period prior to beginning the travel.

SECTION 7. If an employee travels via POV, and a rental car would have been authorized if traveling via common carrier then reasonable local mileage shall be authorized for the duration of the temporary assignment.

SECTION 8. Travel orders shall be prepared and processed in accordance with agency directives as set forth in FAA Order 1500.14 and appendices thereto. In cases of disputes involving matters of travel order preparation and processing, the normal dispute settlement procedure shall apply.

SECTION 9. The Employer shall make a reasonable effort to plan activities and schedule travel so that an employee performs necessary travel away from his/her official duty station during his/her regularly scheduled tour of duty.

SECTION 10. All matters not specified above relating to temporary assignments and associated per diem shall be governed by agency directives as set forth in FAA Order 1500.14 and appendices thereto.

ARTICLE 32

REASSIGNMENTS

SECTION 1. The Employer agrees to give employees 7 days and when possible 15 days formal oral or written notification of reassignments within the Academy. The Employer shall seek volunteers for reassignments among equally qualified employees when possible and use volunteers to the extent feasible.

ARTICLE 33

MOVING EXPENSES/PERMANENT CHANGE OF STATION

SECTION 1. Employees transferring to the FAA Academy shall be reimbursed for moving expenses to the extent permissible under appropriate directives.

SECTION 2. Employees shall be reimbursed for subsistence costs while occupying temporary quarters as prescribed by appropriate directives.

SECTION 3. Employees shall be authorized the use of two automobiles in transferring provided they meet the criteria prescribed in appropriate directives.

SECTION 4. The Employer shall make available to an employee who is changing station all pertinent directives in connection with moving expenses and shall assist the employee in obtaining answers to any questions the employee may have.

ARTICLE 34

DRESS CODE

SECTION 1. The Parties agree that all bargaining Unit employees shall be neat, clean, appropriately attired, and conduct themselves in a professional manner. Concerns regarding appropriate attire shall be resolved by the Parties on an individual basis.

SECTION 2. The Parties agree that, with the specific consent of the immediate supervisor, employees may wear less formal attire

when performing work for which more casual or durable clothing is appropriate.

ARTICLE 35

PERFORMANCE APPRAISAL

SECTION 1. Annual performance appraisals shall be made under provisions of applicable law and agency directives, and a copy shall be given to the employee.

SECTION 2. Members of the Unit shall be rated by their first-line supervisor except when the supervisor/employee relationship has been in effect less than 90 days and it is not feasible to extend the rating period. Appraisals are subject to review by the appropriate review official in accordance with agency directives.

SECTION 3. Performance standards and critical elements established by the Employer shall be consistent with the position description for the position.

SECTION 4. Annual performance appraisals shall be recorded on the forms provided by the Employer for that purpose.

SECTION 5. Performance standards established by the Employer shall be applied to individual employees in a fair and just manner.

SECTION 6. The employee's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any

rights of review or appeal. The employee may make comments in the remarks section or attach them on a separate page.

SECTION 7. At any point during the rating period that the first line supervisor feels an employee's performance may result in a rating of less than fully successful, the supervisor shall counsel the employee. The supervisor shall provide counsel on the performance area(s) in which improvement must be made and make available such assistance as the supervisor believes may be required to bring about the required improvements and provide the opportunity for the employee to demonstrate acceptable performance.

SECTION 8. A non probationary employee whose reduction in grade or removal is proposed because of unacceptable performance is entitled to:

- a. Thirty (30) days' advance written notice of the proposed action identifying specific instances in detail of unacceptable performance, and the critical elements of the employee's performance standards involved in each instance. No reference may be made to any alleged instance of unacceptable performance more than 1 year prior to the notice.
- b. Request an extension of the notice period, not to exceed 30 days which may be granted for good cause shown.
- c. Representation by a representative of the employee's choice.
- d. A reasonable time to answer the proposal orally and in writing.
- e. A final decision in writing within 30 days of the expiration of the notice period.

f. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred upon by a Management representative who is in a higher position than the Management representative who proposed the action.

SECTION 9. If, because of performance improvements by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for 1 year from the date of the advance written notice, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from any record relating to the employee.

SECTION 10. When an appraisal of supervisory potential is used as part of the Merit Promotion Plan, employees shall be allowed to review the form containing the appraisal of their supervisory potential and the supervisor shall discuss the appraisal with the employee. These discussions shall be held with the employee at the time such appraisal of supervisory potential is completed or revised.

SECTION 11. Employees shall be rated only on those elements of performance in which they were provided an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific element of performance, he/she shall not be rated on that element.

ARTICLE 36

ACCEPTABLE LEVEL OF COMPETENCE DETERMINATIONS

SECTION 1. Acceptable level of competence determinations shall be made in a fair and objective manner and shall be made only on the basis of the work requirements of the particular position or specific work standards as may have been established for the position.

SECTION 2. Prior to the date an employee is eligible for a within-grade increase, the Employer shall review the work of the employee. When a supervisor's evaluation leads to a conclusion that the employee's work is not at an acceptable level of competence (i.e., below the fully successful level) the supervisor shall provide to the employee in writing at least 90 days before the employee is eligible for the within-grade increase, the following information:

- a. An explanation of those aspects of performance in which the employee's services fall below an acceptable level.
- b. Advice as to what the employee must do to bring his/her performance up to the acceptable level.
- c. A statement that his/her performance may not be determined as being at an acceptable level unless improvement to an acceptable level is shown.
- d. A statement that he/she has a period of 90 days in which to bring his/her performance up to an acceptable level.

SECTION 3. At the end of the required waiting period for eligibility, the employee shall be notified in writing of his/her supervisor's determination. If the employee's performance is acceptable, the 90 day notice shall be canceled. If the employee's performance is not at an acceptable level of competence, the Employer shall notify the employee in writing that the within grade increase shall be withheld. The notice shall include reasons for the action and shall also inform the employee of his/her right to request administrative reconsideration, to whom the request should be made, and the time limit in which the employee may request reconsideration.

SECTION 4. If the administrative reconsideration of an initial determination, provided for in Section 3 of this article, is in favor of the employee, the within grade increase shall be retroactive from the original effective date.

SECTION 5. An employee shall not be denied a within grade increase for any reason other than job performance. The act of withholding a within grade increase does not justify an adverse action in and of itself. However, the factual situations relied on to withhold a within grade increase may also form the basis for adverse action such as demotion or removal. Such proposed adverse actions are not barred by this Article; however, they must be processed as a separate action.

ARTICLE 37

UNION BENEFITS PLAN

SECTION 1. In the event the Union establishes any benefits plan, employee allotments of pay to a savings organization shall be

authorized to the limit specified by regulations of the Treasury Department, or of any other governing agency.

ARTICLE 38

QUALIFICATION STANDARDS

SECTION 1. The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the recommendations, and attempt to reach a joint recommendation.

ARTICLE 39

SURVEYS AND QUESTIONNAIRES

SECTION 1. The Employer recognizes that it is in its interest to have Union support for surveys of bargaining Unit employees. The Employer shall not conduct surveys without providing the Union an opportunity to review and comment on the questions and related issues. The Union shall be provided an advance copy of any survey(s), prior to distribution.

SECTION 2. Any survey of bargaining Unit employees shall be voluntary and done on official time.

SECTION 3. The Union shall be afforded an opportunity to review and comment in advance on any publication based on or derived from survey results.

SECTION 4. Union officials shall be provided a copy of bargaining Unit survey results at the same time they are distributed to the corresponding level of Management.

SECTION 5. The Union President, or his/her designee, shall participate in all debriefing and action planning sessions involving bargaining Unit employees, including but not limited to the Survey Feedback Action (SFA).

ARTICLE 40

PARKING

SECTION 1. The Employer shall provide adequate employee parking accommodations. This space shall be equitably administered among employees in the bargaining Unit, excluding spaces reserved for handicapped, government vehicles, and visitors. The Union President and the Academy Superintendent shall be afforded equivalent parking privileges.

ARTICLE 41

USE OF OFFICIAL GOVERNMENT TELEPHONES

SECTION 1. The use of official government telephones for unofficial calls shall be governed by GSA regulations. Telephones are provided for use in conducting official business. The

Employer and the Union shall cooperate in eliminating any misuse that may exist in the Academy.

SECTION 2. The Parties recognize and understand that misuse of telephones by an employee may serve as grounds for disciplinary action or other appropriate action designed to correct the individual's misconduct.

SECTION 3. When an employee is in travel status for two (2) or more consecutive nights, he/she shall be authorized one (1) brief call to his/her residence each day during non-duty periods on FTS service, if available. If FTS is not available, each employee shall be reimbursed for no more than two (2) calls to his/her residence over the commercial long distance network per week (or each seven (7) day period for longer trips). Calls over commercial telephones shall be reimbursed in accordance with FAA directives.

ARTICLE 42

DOCUMENTS PROVIDED UNION

SECTION 1. The Federal Personnel Manuals are available during normal administrative office hours to Union representatives in the Office of Resource Management. The manuals shall not be removed from the office in which they are maintained. Portions of the FPM may be checked out to Union officers for short periods of time for reproduction on non-government equipment.

SECTION 2. DOT/FAA and Aeronautical Center orders and notices relating to personnel policies, practices, and working conditions that are applicable to bargaining Unit employees are available in each Division during normal administrative office

hours to Union representatives. These documents shall not be removed from the offices in which they are maintained.

SECTION 3. The Union, upon request, shall be provided a copy of any FAA/DOT orders or directives affecting employees in the bargaining Unit. The Union shall be placed on the distribution list to receive Academy orders, directives, and changes affecting employees in the bargaining Unit.

SECTION 4. The cost of all documents provided the Union shall be borne by the Employer.

ARTICLE 43

INCENTIVE AWARDS PROGRAM

SECTION 1. The Employer agrees that performance awards are based entirely upon job performance and shall be used exclusively for rewarding employees who attain high levels of performance of assigned duties. This program shall not be used to discriminate against employees or to effect favoritism. Performance awards shall be administered in accordance with the agency's Performance Management System Order.

SECTION 2. The Employer agrees that incentive awards (cash or honorary) shall be used for rewarding employees for contributions resulting in benefits or savings to the Government. This program shall not be used to discriminate against employees or to effect favoritism. Incentive awards shall be administered in accordance with the agency's Incentive Awards Program Order.

SECTION 3. As soon as practicable after the end of the fiscal year, the Employer shall provide the Union with a list showing the name of all bargaining Unit employees who received awards during the preceding year and the type of awards received.

SECTION 4. Prior to making changes in the FAA Incentive Awards Program affecting employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the proposed changes and attempt to reach a joint recommendation.

ARTICLE 44

RETIREMENT AND DEATH BENEFITS

SECTION 1. The Employer recognizes its obligation to inform employees in the bargaining Unit of the benefits for which they may be eligible, and to assist them in initiating claims for these benefits. Employees who desire additional information concerning such benefits should contact their immediate supervisor who shall assist the individual in obtaining the information desired.

ARTICLE 45

TECHNICAL CURRENCY TRAINING

SECTION 1. It is the intent of the FAA Academy to program and schedule periodic field refresher training for its instructor personnel where appropriate to maintain their technical skills and to maintain required currency for the instructional position they now occupy. Familiarization trips for instructors may be required

by the Academy, or may be requested by the instructor. Approval of requests shall be subject to operational staffing or resource limitations.

ARTICLE 46

REDUCTION-IN-FORCE

SECTION 1. Reductions-in-force (RIF) shall be administered in accordance with prescribed laws and Office of Human Resource Management regulations. The Employer agrees to notify the Union when it is determined that reduction-in-force actions shall be necessary within the bargaining Unit. The notice shall include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions shall take place. At this time, the Union President may submit proposals for negotiation concerning the procedures Management shall follow within the scope of Public Law 95-454 and the Employer's authority.

Following receipt of the notice, the Union, upon request, shall be provided a listing of Academy vacancies.

SECTION 2. In the event of a reduction-in-force, vacancies which Management has decided to fill shall be used to the maximum extent possible to place employees in continuing positions who would otherwise be affected by the action.

SECTION 3. An employee affected by reduction-in-force has the right to inspect all reduction-in-force records pertaining to him/her. He/she also has the right to designate a representative to assist him/her to resolve a dissatisfaction.

SECTION 4. The Union shall be provided, at the end of the reduction-in-force, with a list of all vacancies filled during the reduction-in-force.

ARTICLE 47

PSYCHOLOGICAL TESTING

SECTION 1. The Employer shall not require psychological testing as a part of any annual recurring physical examination. Nothing in this article precludes the Employer from requiring psychological testing on a case by case basis whenever the Federal Air Surgeon or his designee may determine that such examination is necessary. A psychological test shall not be required solely on the basis of hearsay type statements.

ARTICLE 48

OFFICIAL PERSONNEL FOLDER

SECTION 1. Material placed in an employee's official personnel folder shall be of an official nature only as defined in the Federal Personnel Manual, and shall bear the name of the person originating the material. The employee may be given copies of all FAA-initiated material to which he/she is permitted access by law or Office of Personnel Management regulation which is placed in his/her Official Personnel Folder subsequent to the effective date of this Agreement.

SECTION 2. There shall be maintained one Official Personnel Folder only for each Unit employee. The Official Personnel Folder shall be located in the Office of Human Resource Management.

SECTION 3. An employee or, upon request, his/her designated representative shall be afforded reasonable access to the employee's Official Personnel Folder and the material therein, except that material restricted by law or Office of Personnel Management regulation.

SECTION 4. Access to an employee's Official Personnel Folder shall be granted to other persons only as authorized by law or Office of Personnel Management regulation.

SECTION 5. An employee who, pursuant to Office of Personnel Management regulations, attempts unsuccessfully to correct or amend a record contained in his/her Official Personnel Folder, may have a statement of disagreement placed in his/her folder.

ARTICLE 49

TELECOMMUTING

SECTION 1. The Union has the right to negotiate on programs that affect bargaining Unit employees conditions of employment. This right extends to telecommuting. Each organization that wishes to participate in telecommuting must conduct the necessary discussions with the Union if its bargaining Unit members are affected by the program.

SECTION 2. An employee's off-site work must not adversely affect the organizational mission and functions. If, at any time, it is determined that a telecommuting arrangement is having an adverse impact on work operations, the arrangement shall be modified or terminated immediately. If it is determined that the telecommuting program is having a adverse impact on work operations, it may be terminated, subject to fulfilling labor relations obligations.

a. Telecommuting is a Management option rather than an employee benefit and does not change the terms and conditions of appointment.

b. Participation in telecommuting by employees and supervisors is voluntary. Supervisors are responsible for determining if a position is appropriate for telecommuting and for approving employees' participation.

c. Because telecommuting is a supervisor-approved work option, there is no automatic right of the employee to continue participation in the event of a change of supervisor.

d. Telecommuting may be implemented for bargaining Unit employees only after appropriate labor relations obligations have been fulfilled.

e. A telecommuting work agreement is required for all participants.

f. Employees and their supervisors must attend an orientation session prior to beginning the program, and they must be Shalling to participate in program evaluation activities as contained in current agency directives.

- g. Working at home is not a substitute for child/elder care.

ARTICLE 50

ALLEGED UNFAIR LABOR PRACTICES

SECTION 1. The Union and the Employer agree to the methods described in Sections 2 through 5 below in an attempt to informally resolve alleged unfair labor practices (ULP), other than Section 7116(b)(7) of the law, prior to the filing of ULP charges with the Federal Labor Relations Authority (FLRA).

SECTION 2. ULP charges contemplated by the Union against the Employer shall be brought to the attention of the Academy Superintendent through the Manager, Organizational Effectiveness Division, by the Union President. ULP charges contemplated by the Employer shall be brought to the attention of the Union President through the Manager, Organizational Effectiveness Division, by the Academy Superintendent.

SECTION 3. The Parties involved shall investigate the alleged ULP so that all the facts are known, and attempt to informally resolve the matter.

SECTION 4. These informal procedures do not extend the 6 month statutory time limit established in Section 7118(a)(4)(A) of the law. Thus, the total resolution time used in this informal procedure shall normally be limited to 30 days. If the Parties are unable to informally resolve the alleged ULP within 30 days, the charging party, that is the Union President or the Academy Superintendent, may file the ULP with the FLRA. ULP charges are not subject to the arbitration provisions in the Agreement.

SECTION 5. A ULP charge alleging a violation of Section 7116(b)(7) of the law may be filed immediately with the FLRA without following the provisions of this Article.

ARTICLE 51

PRINTING OF CONTRACT AGREEMENT

SECTION 1. The Employer shall print and distribute sufficient copies of this Agreement in booklet form to insure that every covered employee shall have a copy.

The Employer shall bear the cost of printing and distributing such copies to affected employees, including new employees as hired. The Union shall be supplied with 50 copies of this Agreement.

ARTICLE 52

FURLOUGHS FOR LESS THAN 30 DAYS

SECTION 1. Furloughs for less than 30 days shall be administered in accordance with prescribed laws and Office of Personnel Management Regulations.

SECTION 2. When budget-imposed furloughs are required, the Employer shall allow the affected employees to choose either continuous or discontinuous days off, unless legitimate mission requirements dictate otherwise. Subject to operating requirements,

furlough days may be scheduled in conjunction with annual leave or instead of previously approved annual leave.

ARTICLE 53

SMOKING POLICY

SECTION 1. Smoking is prohibited in all buildings and facilities controlled or occupied by AMA-1, except in properly ventilated and separated areas designated by the Employer as smoking areas.

SECTION 2. A properly ventilated and separated area is one that is physically separated from non-smoking areas by enclosed walls and doors. It must have a ventilation system that vents tobacco smoke to the outside so as not to enter non-smoking areas. It also must not be an area employees are required to use.

SECTION 3. If a properly ventilated and separated area exists, or if a properly ventilated area can be separated by making minor modifications within funding limitations, it may be designated as a smoking area if the Employer determines it is appropriate.

SECTION 4. If a properly ventilated and separated space is not available or can not be made available in accordance with Section 3 above, the Employer shall designate outside smoking areas. There shall be a minimum of one non-smoking entrance designated for each area, normally the entrance most used by employees.

SECTION 5. The Parties agree to explore the feasibility of minor modifications (overhangs, etc.) to allow for adequate protection from the elements. The findings shall be reported and considered by the Parties.

ARTICLE 54

SUBSTANCE TESTING

SECTION 1. All drug/alcohol testing conducted by the Employer shall be done in accordance with applicable law, Government-wide rules, regulations, and agency directives.

SECTION 2. Any testing of employees shall be conducted in a secure, sanitary area, and the privacy and dignity of the employee shall be respected in accordance with Department of Health and Human Services Guidelines.

SECTION 3. An employee who wishes to have a Union representative present during the specimen collection or alcohol test, shall be permitted to do so, provided a representative is readily available and the collection is not delayed. The employee shall notify their supervisor of their desire to obtain representation as soon as the employee learns that he/she is to be tested. The representative shall be permitted to observe the actions of the collector but shall not interfere with the collection process in any manner. The employee shall be allowed to confer for a reasonable period of time with the representative.

SECTION 4. When reasonable suspicion exists that an employee is using illegal drugs/alcohol, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn by an appropriate Management official from these facts in light of experience. The determination that reasonable suspicion exists shall be based on DOT 3910.1C such as: a) observable phenomena such as direct observation of drug/alcohol use and/or physical symptoms of being under the influence of a drug/alcohol; or b) information provided either by reliable and creditable sources or independently corroborated.

SECTION 5. At the time an employee is ordered to submit to drug/alcohol testing based on reasonable suspicion of illegal drug use, he/she shall be given a written statement setting out the basis for establishing reasonable suspicion. Upon the employee's request, a copy of the statement shall be provided to the Union representative. In the event that a reasonable suspicion test (urinalysis or breathalyzer) produces a negative result, any references to reasonable suspicion shall be expunged from all formal and informal files.

SECTION 6. Educational materials shall be made available to all employees which explain the requirements of the drug and alcohol program and the agency's policies and procedures.

SECTION 7. Union representatives shall be provided training comparable to that provided supervisors and managers, as prescribed in DOT 3910.1C.

SECTION 8. Random testing of bargaining Unit employees shall be conducted in accordance with DOT 3910.1C.

ARTICLE 55

TECHNOLOGICAL CHANGES

SECTION 1. The Parties recognize that technological changes shall be continually studied, evaluated and/or integrated into the performance of work within the FAA Academy. These proposed changes shall be addressed through the collective bargaining process.

SECTION 2. In the event that technological changes require training, the Employer and the Union shall discuss the content, length, and delivery schedule of such training to bargaining Unit members.

SECTION 3. Technological changes initiated outside the purview of the FAA Academy shall be subject to impact and implementation bargaining prior to adoption.

ARTICLE 56

EFFECT OF AGREEMENT

SECTION 1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing FAA/DOT and/or Aeronautical Center rules, regulations, orders and practices which are in conflict with the Agreement, except in those cases where a compelling need is established.

ARTICLE 57

REOPENER

SECTION 1. The Union shall be notified of any changes required by United States law affecting conditions of employment of employees in the bargaining Unit and in the event such required changes leaves areas of discretion to the Employer, the Employer shall consult with the Union before implementing such changes. The Employer agrees to negotiate upon request by the Union on any changes that conflict with this Agreement or shall adversely impact employees of the bargaining Unit.

SECTION 2. By mutual agreement, the Parties may reopen and renegotiate any Article of this Agreement.

SECTION 3. In the event that any law or action of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 58

EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement, signed by the Parties hereto, shall become effective the day approved by the FAA Administrator or his/her designee and the President, Professional Association of Aeronautical Center Employees.

SECTION 2. This Agreement is for a period of 3 years following signature and approval. Thereafter, it shall annually renew itself

for a 1 year period unless either party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given not more than 105 calendar days or not less than 60 calendar days preceding the expiration date of this Agreement. Within 30 days after receipt of this written notice to amend, the Parties shall meet and begin negotiations. This Agreement shall remain in full force and effect until a new Agreement is reached. If this Agreement is automatically extended under the terms of this Article, government-wide regulations, the policies of DOT and FAA, current at the time of extension, shall be controlling in the event of conflict or incompatibility with this Agreement.

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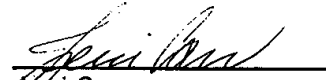
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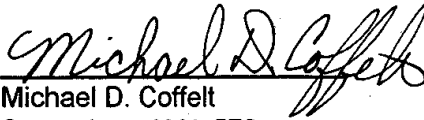
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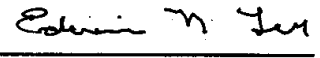
Negotiating Teams

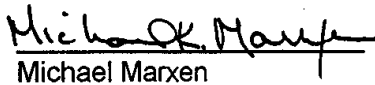

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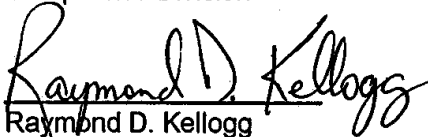

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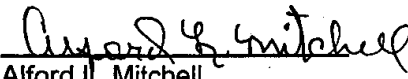

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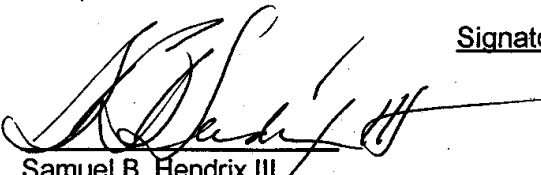

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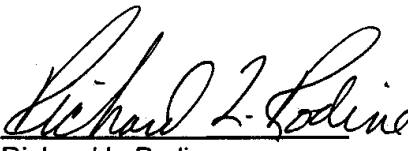

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Date

Contract Approval


Raymond B. Newman
Acting Director, ALR-1

February 9, 1995